

TERMS AND CONDITIONS

I.

Section 1.1. Definitions. In this Agreement, the following terms have the following meanings:

Agreement. This contract, consisting of the Signature Page, these Terms and Conditions, and the Application.

Application. The application of Licensee to purchase one or more PSLs and designating Licensee's preferences for the Section in which Seats are to be selected and assigned to Licensee.

Authority. The FW Sports Authority, Inc., a non-profit industrial development corporation, that is the owner of the Speedway, subject to the terms of the Lease.

Consulting Architect. The consulting architect for the Speedway selected by Licensor.

Invoice. The statement provided to Licensee by Licensor confirming the Application, designating the Section, and setting forth the due date(s) for payment of the Total License Fee.

Lease. The lease agreement between the Authority, as lessor, and Licensor, as lessee, of or with respect to the Speedway, containing such terms and provisions as Licensor may approve in its sole discretion from time to time.

Licensor. TMS, any assignee under section 5.2, and any purchaser of the Speedway that assumes the obligations of TMS hereunder pursuant to subsection 2.3.3.

Preferred Seat License or PSL, or the plural thereof. The license(s), right(s) and option(s) granted to Licensee in and governed by this Agreement.

Sanctioned Racing Events. The motorcar racing events conducted at the Speedway by or under the direction of Licensor that are sanctioned by any one of the Sanctioning Associations and that are included in the annual season ticket package formulated and announced by Licensor for a calendar year. For the year 1997, such term shall include what remains to occur, if any, of the following 1997 events: the NASCAR-Winston Cup Texas 500, April 6, 1997, the NASCAR-Busch Grand National 300, April 5, 1997, and the IRL Longhorn 500, June 7, 1997.

Sanctioning Associations. The National Association for Stock Car Auto Racing ("NASCAR"), the Indy Racing League ("IRL"), the Championship Auto Racing Teams ("CART"), and the Automobile Racing Club of America ("ARCA"), their respective successors, if any, and any substitute, replacement or additional motorcar racing associations that sanction motorcar racing events, if any, as determined from time to time by Licensor in its sole discretion.

Seats. The seats in the Speedway that are to be located in the Section and that are to be assigned and registered to Licensee pursuant to the Application in accordance with this Agreement.

Section. The Section in the Speedway stated on the Signature Page, in which the Seats are to be selected, located and registered to Licensee.

Speedway. The public stadium and coliseum initially having approximately 150,000 seats and related facilities, formerly known as "Texas International Raceway" and now known as "Texas Motor Speedway," and designed and configured for conducting major motorcar racing events that are sanctioned by one or more Sanctioning Associations, located in the City of Fort Worth, Texas and to be operated by Licensor.

Term. The period during which PSLs may be outstanding under this Agreement.

TMS. Texas Motor Speedway, Inc., a Texas corporation.

Total License Fee. The mathematical product of the total number of Seats ordered by Licensee in the Application times the Individual PSL License Fee recorded on the Signature Page.

II.

Section 2.1. Purchase of PSLs. Licensee agrees to purchase PSLs from Licensor, and Licensor agrees to sell and assign PSLs to Licensee, that conform to the Application, subject to availability as provided herein.

2.1.1. Licensee agrees to pay the Total License Fee not later than the dates and in the amounts stated in the Invoice. If Licensee defaults in the obligation to pay the Total License Fee in full on or before the dates stated in the Invoice, Licensor will return all money theretofore paid pursuant to the Application and the Invoice, without interest, within 60 days of such failure, and this Agreement shall be canceled automatically, without notice, and shall be null and void, and neither party shall have any further rights or obligations hereunder.

2.1.2. At the earliest practicable date, Licensor will select, assign, register and certify to Licensee the Seats that are and will be the subject of the PSLs granted under this Agreement. **IF, FOR ANY REASON, SEATS ARE NOT AVAILABLE IN THE SECTION, LICENSOR WILL NOTIFY LICENSEE OF THAT FACT AND, UNLESS ALTERNATIVE AVAILABLE SEATING, IF ANY, IS SELECTED BY LICENSEE, LICENSOR WILL RETURN ALL MONEY PAID BY LICENSEE, WITHOUT INTEREST, WITHIN 60 DAYS OF SUCH DETERMINATION, AND THIS AGREEMENT SHALL BE CANCELED AND NULL AND VOID. LICENSEE SHALL HAVE NO OTHER REMEDY THAN TO RECEIVE THE RETURN OF SUCH MONEY.**

2.1.3. Licensor shall have the continuous right, after the initial construction of the Speedway, in the case of design or other necessity, destruction (in whole or in part), or obsolescence, to relocate the Seats in order to account for an alteration or change in the design or configuration of the Speedway. The Licensee agrees that in the event of a change in Seat locations, specific locations and assignments of Seats will be assigned and reassigned in lieu of the initial assignments thereof in order of priority of then existing assignments beginning with the most favorable vantage points within the Speedway for Sanctioned Racing Events and proceeding in decreasing order to the least favorable vantage points within the Speedway, as determined by Licensor in consultation with the Consulting Architect. Any dispute of such questions shall be decided and determined conclusively by the Consulting Architect.

2.1.4. Licensor reserves the right to limit the number of PSLs owned by Licensee and affiliates of Licensee, whether under this Agreement or under a combination of this Agreement and separate contracts similar to this Agreement. To the extent payment for PSLs has been made, then Licensor shall refund, without interest, the portion of the Total Purchase Price that has been paid and is applicable to any canceled PSLs, and neither party shall have any further rights or obligations with respect to the canceled PSLs.

Section 2.2. Licensor's Rights To Issue Other Licenses. The Licensee shall not have any equitable or legal right to require any particular method of issuing, or the prices for, other seat licenses at the Speedway to any person, or to require that other seat licenses be actually issued in any section of the Speedway, including the Section. In the event at any time any seats located in any section of the Speedway, including the Section, are not covered by outstanding seat licenses or similar rights, Licensor shall have the right to sell admission tickets for such seats upon such terms as Licensor shall deem appropriate.

Section 2.3. Term of PSLs. Subject to the conditions and limitations contained herein, each PSL is assigned for a term commencing on the Effective Date of this Agreement, as shown on the Signature Page, and ending on the date Licensor ceases to conduct Sanctioned Racing Events at the Speedway, estimated to be at least 30 years.

2.3.1. The Licensee acknowledges and agrees that the PSLs are subject to the terms, provisions and requirements of the Lease and to the continued occupancy of the Speedway by Licensor upon the termination thereof for any reason.

2.3.2. Licensor reserves the right, in its sole discretion, to obtain and secure financing for any corporate purpose, whether or not related to the Speedway, and to secure the same by mortgages, pledges, and liens on or with respect to the Speedway or the Lease, and Licensee acknowledges and agrees that the PSLs and the options, rights, and licenses accruing thereto are and will be subordinate to any such financing.

2.3.3. Subject to the terms of the Lease, Licensor reserves the right to sell its interests in the Speedway to an unaffiliated party or parties. If the purchaser shall not agree to conduct Sanctioned Racing Events thereat and to assume Licensor's obligations hereunder, Licensor shall have the right and option to cancel the PSLs upon payment of the "Depreciated Value" thereof. For this purpose, the "Depreciated Value" shall be the mathematical result achieved by dividing the Total License Fee by 30 and multiplying the result by the number years remaining unelapsed from November 1, 1996 to 30 years thereafter. Such amount may be deposited in trust with a bank or trust company for the account of Licensee, payable to Licensee on demand. Once said deposit is made, this Agreement and the PSLs shall be automatically canceled and null and void.

Section 2.4. License Created. The Licensee acknowledges and agrees that the PSLs evidence only the license, option and rights described in section 3.1 and to use the Seats solely for that purpose, and that this Agreement is not an agreement to lease the Seats and does not grant any interest or create any property rights whatsoever in the Seats, the Speedway, its lands, or its properties.

III.

Section 3.1. PSL Entitlements. The PSLs entitle the Licensee to purchase with respect to the Seats Licensor's annual season-ticket package that includes one admission ticket for each Seat for each Sanctioned Racing Event conducted at the Speedway during each calendar year, respectively, throughout the Term.

- 3.1.1. The rights under the PSLs must be exercised by purchasing all season-ticket packages for all of the Seats when offered at the times each year and at the ticket prices from time to time established by Licensor, and subject to any conditions, rules, and regulations (as to prices, deadlines, schedules, dates, times, and other matters) as may be established by Licensor in its sole discretion.
- 3.1.2. Licensor shall have the right to set ticket prices, including season-ticket package prices, for seats in the Speedway, including the Seats, at such level or levels and with such locational differences as it shall determine appropriate. The PSLs are not entitled to any discount in any amount.
- 3.1.3. The Licensee and Licensee's invitees shall be entitled to occupy each Seat only pursuant to a properly purchased ticket and only during the normal business hours of the Speedway for the event to which the ticket relates, as determined by Licensor, and shall be subject to the terms and conditions upon the basis of which admission tickets to the Speedway are issued to the general public.
- 3.1.4. Each ticket issued upon the exercise of the license, right and option evidenced by a PSL shall continue to be a revocable license for the event to which the same shall apply.
- 3.1.5. If the Total Number of PSLs Acquired, as recorded on the Signature Page, are at least 4 in number, then Licensee will receive parking privileges for 1 automobile or light vehicle for each 4 PSLs owned for parking in certain designated preferred parking areas at the Speedway. If the Total Number of PSLs Acquired is less than 4, this subsection is not applicable to Licensee. Automobile and light vehicle parking in preferred parking areas is subject to the availability of space necessary to accommodate demand and to reasonable access, arrival timing, and operational rules and limitations at the Speedway.
- 3.1.6. The Licensee expressly acknowledges and agrees that Licensor has not made, and the Licensee hereby expressly waives, any representations or warranties of any kind, whether express, implied, or arising by operation of law, including, but not limited to, any representation or warranty of condition, habitability, value, or expectation of value, merchantability, or fitness for a particular purpose, with respect to the PSLs, the Seats, or the Speedway and its appurtenant facilities.
- 3.1.7. All Sanctioned Racing Events will be convened and conducted in accordance with the applicable rules of the Sanctioning Association and the occupancy of the Seats is strictly subject thereto, including, but not limited to, postponements due to weather conditions and rescheduling requirements. Licensee is not entitled to any refunds on account of postponements or cancellations due to weather or other conditions addressed by the rules of a Sanctioning Association or by the safety and business practices of Licensor.

Section 3.2. Use of Seats. Licensee and Licensee's invitees shall at all times maintain proper decorum while occupying the Seats and shall abide by all applicable laws, ordinances, orders, directions, rules and regulations applicable to the Seats or the Speedway. Licensee agrees that neither Licensee nor Licensee's invitees will (a) permit the Seats to be used for any commercial, illegal, improper, immoral or objectional purpose, (b) in any way obstruct or interfere with the rights of any other Speedway attendees; or (c) film, record or transmit from the Seats all or any portion of any event conducted at the Speedway, or any description thereof, by any means (including without limitation radio or television broadcasting, whether broadcast live or by means of film or tape). **LICENSOR MAY REVOKE AND CANCEL THE PSLs WITHOUT COMPENSATION TO LICENSEE IN CASE OF VIOLATIONS OF THIS SECTION.**

Section 3.3. Failure to Purchase Season Tickets. **IN THE EVENT LICENSEE SHALL FAIL, FOR ANY REASON, TO PURCHASE ANNUALLY THROUGHOUT THE TERM EVERY TICKET CORRESPONDING TO EACH SEAT FOR ALL SANCTIONED RACING EVENTS WITHIN THE TIME LIMITS AND AT THE PRICES FROM TIME TO TIME ESTABLISHED BY LICENSOR, THE LICENSEE SHALL LOSE ALL RIGHTS AND OPTIONS UNDER THIS AGREEMENT, AND EACH PSL AND THIS AGREEMENT AUTOMATICALLY SHALL TERMINATE, SHALL BE CANCELED AND SHALL BE NO LONGER OF ANY FORCE OR EFFECT, ALL WITHOUT THE NECESSITY OF NOTICE OF ANY KIND TO LICENSEE.**

3.3.1. **THE LICENSEE SHALL NOT BE ENTITLED TO RECEIVE ANY REFUND, REIMBURSEMENT OR OTHER PAYMENT AS A RESULT OF THE CANCELLATION OF RIGHTS UNDER THIS SECTION.**

3.3.2. **LICENSOR'S SOLE REMEDY UNDER THIS SECTION IS THE CANCELLATION OF THE PSLs AND THIS AGREEMENT.**

IV.

SECTION 4.1. TRANSFERS. Until June 1, 1999, Licensee shall not transfer any of the PSLs except upon the occurrence of a Special Event. Thereafter, this

Agreement may be assigned and the PSLs may be transferred by Licensee, subject only to the limitations contained in section 4.2.

- 4.1.1. A Special Event shall be (a) the occurrence of a special circumstance, such as death, disability, employment relocation, or similar event, (b) the transfer to a Qualifying Lender, either as a pledge or other encumbrance by Licensee pursuant to, or due to Licensee's default under, the Qualifying Lender's PSL financing documents; (c) the transfer to an Immediate Family Member or Related Party; or (d) the transfer in conjunction with a business transaction in which the acquisition of the PSL is not the motivating intent of the transaction.
- 4.1.2. "Qualifying Lender" means any bank or other financial institution, or employer, or affiliate of an employer, of a Licensee that loans funds to Licensee which are used to pay for part or all of Licensee's Total License Fee. Licensee agrees that Licensor shall be under no obligation to deliver season tickets to Licensee if Licensee is in default under the Qualifying Lender's PSL financing agreements and the Licensor is notified of the same at least 15 business days prior to the date on which season tickets would otherwise be delivered to Licensee.
- 4.1.3. "Immediate Family Member" means any grandparent, parent, spouse, child, stepchild, sibling, grandchild and great-grandchild of an individual Licensee. "Related Party" means any person or entity which owns or controls, or is owned or controlled by, Licensee if Licensee is not an individual.
- 4.1.4. In the case of transfers prior to June 1, 1999, of the type described in subsection 4.1.1(d), Licensor shall have the right and option to purchase the PSLs to be transferred for a price equal to the portion of the Total License Fee applicable thereto.

Section 4.2. Conditions to Transfers. PSLs shall not be transferred more frequently than once each year except for a Special Event, shall be subject to the payment of a Transfer Fee, and shall be subject to this section.

- 4.2.1. All transfers shall be in accordance with reasonable rules and regulations established by Licensor from time to time, including the amount of the Transfer Fee, provided that a Qualifying Lender shall not be required to assume Licensee's obligations, nor shall such Qualifying Lender have any of Licensee's rights, until the transfer of a PSL to the Qualifying Lender due to Licensee's default.
- 4.2.2. Until a transfer is properly recorded on Licensor's records, the transfer of a PSL by Licensee will not be effective and will not be recognized by Licensor.
- 4.2.3. The Transfer Fee shall be in reasonable amounts necessary to reimburse Licensor for its costs in maintaining records regarding the ownership of the PSLs.
- 4.2.4. Before a transfer will be effective, Licensor shall have the right to require the transferee to execute an instrument or agreement accepting and assuming Licensee's obligations hereunder, acknowledging and accepting these Terms and Conditions, and making the representations contained in section 5.1.

V.

Section 5.1. Representations of Licensee. Licensee represents that Licensee is acquiring the PSLs solely for the right and option to purchase season tickets to Sanctioned Racing Events and not as an investment or with the expectation of profit from their transfer; and that Licensee has full authority to enter into and sign this Agreement and to carry out these Terms and Conditions where applicable to Licensee.

Section 5.2. Assignments by Licensor. Licensor may assign its interest in this Agreement to any corporate affiliate that wholly owns, or is wholly owned by, TMS and that operates Sanctioned Racing Events, without any notice to Licensee, provided the assignee assumes all of Licensor's obligations hereunder.

Section 5.3. Entirety of Agreement. This Agreement contains the entire agreement of the parties with respect to the matters provided for herein, and shall supersede any representations or agreements previously made or entered into by the parties hereto.

